

AN ORDINANCE TO AUTHORIZE CITY CONTRACT WITH SWAGIT PRODUCTIONS, LLC

#3353

Sponsor:

Council
Member
Freel

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, City Council may, by Ordinance, authorize contracts for the supply of property or the rendering of services for more than a period of one year; and

WHEREAS, the City desires to obtain on-demand video and live video streaming services; and

WHEREAS, The City has negotiated a Contract with Swagit Productions, LLC ("Swagit") through which Swagit will provide on demand and 24/7 live video streaming services, along with the accompanying software. These services will enable users to view live City Council meetings, as well as previously recorded videos through their computers. Swagit will also provide archiving and indexing services, as well as proactive monitoring and ongoing technical support. A copy of the contract, which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, it is the recommendation of WITN's station manager that the City enter into a multi-year Contract term with an initial term of twelve (12) months beginning on or about April 26, 2010. The Agreement will automatically renew for additional one-year terms unless the Agreement is terminated by either party. There is an initial one-time payment of \$10,102.00 and monthly payments of \$1,500.00.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Contract between the City and Swagit Productions, LLC, a copy of which is attached hereto as Exhibit "A", for an initial period of one (1) year beginning on or

about April 26, 2010, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be affective upon its passage by City Council and approval of the Mayor.

First Reading..... April 1, 2010
Second Reading... April 1, 2010
Third Reading..... April 15, 2010

Passed by City Council, April 15, 2010

Norman D. Hill
President of City Council 4/15/10

ATTEST:

Maribel Ruiz
City Clerk

Approved as to form this
30th day of March, 2010.

John R. Rhem
City Solicitor

Approved this 19th day of April, 2010

John M. Baker
Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a contract with Swagit Productions, LLC for an initial period of one (1) year beginning on or about April 26, 2010.

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

**CITY OF WILMINGTON
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Wilmington ("City"), a municipal corporation with offices at 800 French Street, Wilmington, Delaware 19801 and Swagit Productions, LLC, (Provider) a Texas Limited Liability Company, with offices at 850 Central Parkway East, Suite 100, Plano, Texas 75074, effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby incorporated as part of this Agreement. All of the terms and conditions set forth and pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services set forth in Exhibit "A" for the and not to exceed the initial one time cost of **Ten Thousand One Hundred Two Dollars** (\$10,102) for proposed software and other related costs, and a monthly fee of **One Thousand Five Hundred Dollars** (\$1500) for on demand and 24/7 live video streaming.

2.2 Except as set forth herein, payments will be processed on a monthly basis with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

2.3 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

2.4 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

2.5 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of

inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

- 2.6 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.
- 2.7 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the software to the City; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized
Representative:

Charlotte Barnes
City of Wilmington
800 French Street
Wilmington, Delaware 19801
302/576-2155

To Provider:

David Owusu, Director of Sales
Swagit Productions, LLC
850 Central Parkway East, Suite 100
Plano, Texas 75074
800/573-3160

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000

Medical Expense (Any one person)

Optional

2. Workers' Compensation and Employer's Liability

Workers' Compensation

Statutory

Employer's Liability: Each Accident

\$ 500,000

Disease-Each Employee

\$ 500,000

Disease-Policy Limit

\$ 500,000

3. Professional Liability

\$1,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:

- a. The City of Wilmington, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
- b. The Provider's insurance shall contain broad form contractual liability coverage.
- c. The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- d. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
- e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - g. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the City.
2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the City.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Charlotte Barnes
City of Wilmington
800 French Street
Wilmington, Delaware 19801

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Delaware and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Charlotte Barnes, City of Wilmington, 800 French Street, Wilmington, DE 19801**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

- 2.8 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Delaware. Provider hereby submits itself to the original jurisdiction of those courts located within New Castle County, Delaware.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Texas Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Wilmington, Delaware, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the New Castle County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Delaware Rules of Civil Procedure.

8.11 Subcontractors. This Agreement or any portion thereof shall not be subcontracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.12 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this

Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.13 Discrimination. In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

8.14 Business License. Provider shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8.15 Taxes. Provider shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

8.16 Ownership of Information. Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by the Provider in connection with this Agreement shall become the exclusive property of the City. Provider may keep copies of such documents for its records.

8.17 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the City and Provider, and their respective legal representatives, successors, and assigns.

9. DURATION

9.1 Length. This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement Contract will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

9.2 Renewal Notice. Provider shall give notice concerning this Agreement's renewal date to the City not less than ninety (90) days prior to the end of the than current term. Such notice shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, (iii) delivered via email, return receipt requested, delivery status notification, or (iv) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered.

City of Wilmington

Swagit Productions, LLC

James M. Baker, Mayor

Bryan R. Halley, President

Norman D. Griffiths, City Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:

EXHIBIT A
SCOPE OF WORK



Swagit Streaming Services for Local Government

Swagit Productions, LLC
P.O. Box 251002
Plano, TX
75025-1002

Tel: 1-800-573-3160
Intl: 214-432-5905
Fax: 214-750-9513
Web: www.swagit.com



Company History

Swagit Productions, LLC is a privately held company in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a hands-free approach to always being connected to end-users' information needs.

Swagit specializes in providing streaming media solutions to local government, television stations, newspapers, and magazines. Furthermore, the company is a complete video production entity: including services such as post-production, studio and recording booth sessions. Any entity that wants streamlined multimedia to their destination of choice can do it all with Swagit.

Starting from humble beginnings, Swagit began in 2003 with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list which includes municipalities, newspapers, television stations, web portals, construction firms, higher education institutes and local consumers.

As Swagit has grown, the need for a facility to comprise all aspects of its business in one place was foreseen. In early 2006 Swagit moved all of its operations into its current facility located in Plano, Texas, thus bringing a team of professionals highly experienced in Internet solutions, business development, audio/visual production, advertising and other broadband technologies into one place.

Swagit is headquartered in Texas, the Swagit network of server's stretches across the country from California to Washington to Texas to Virginia and Florida. Thus the network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

Summary of Problem

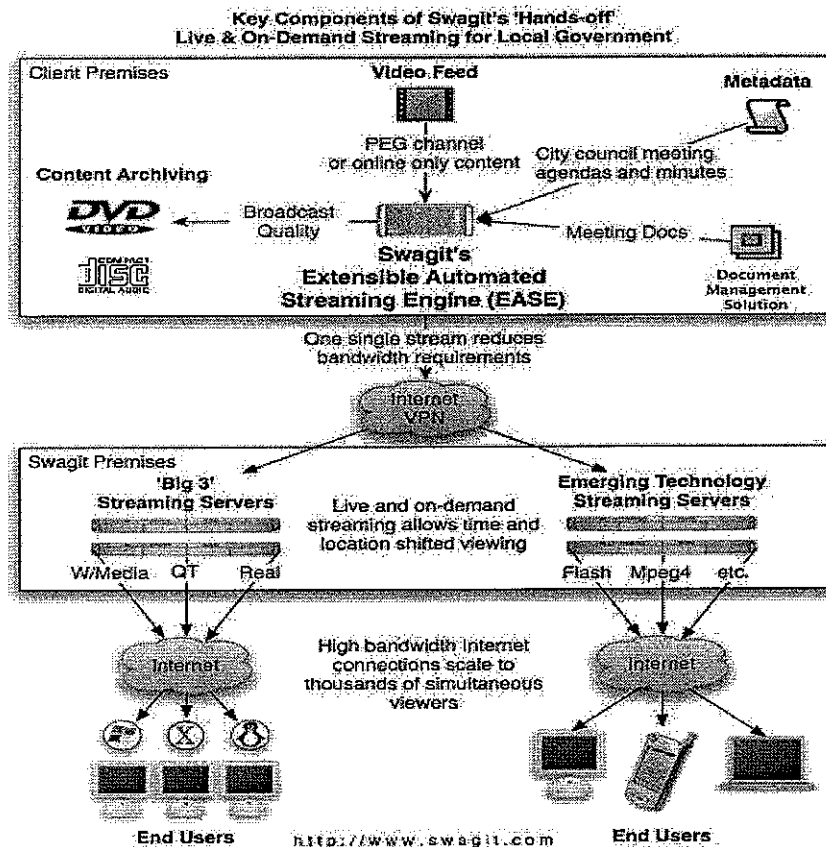
The City of Wilmington currently broadcasts audio and video feeds of meetings, as well as other media on its public access channel. Recognizing the benefit citizens stand to gain from viewing this important content outside of the times it currently airs, as well as the supplemental benefits of online viewing, Wilmington wishes to implement an on-demand video and LIVE streaming video system.

Proposed Solution

Swagit puts forward a proposal for a hosted video streaming solution built around our Extensible Automated Streaming Engine (EASE) software framework.

This completely hands-off solution meets the current and future needs of Wilmington without creating any additional work for the city's clerks or webmasters.

Built upon years of industry experience, EASE is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. You may find it helpful to refer to the below figure for an overview of the following concepts.



Video Capture and Encoding

In order to minimize impact on the City of Wilmington' network, all disk space intensive storage tasks and bandwidth intensive delivery tasks are offloaded to Swagit's Content Network.

The EASE encoding software is deployed on commodity computing hardware supplied either by Swagit's preferred vendors, or by the City of Wilmington's existing vendors in consultation with Swagit. In many cases Swagit is able to repurpose existing hardware from previous projects (video related or otherwise) to further reduce up front capital expenditure.

Although minimum required system specifications are dependent on service configuration, the following is typically sufficient for combined live and on-demand operation:

- Pentium 4 2.8GHz processor
- 512MB of memory
- 10GB of disk space
- Microsoft Windows XP or 2003
- Viewcast Osprey capture card

Once deployed, Swagit's EASE Encoder records content according to your broadcast schedule and stores broadcast quality MPEG-2 video ready for further compression to Flash, Windows Media, QuickTime, and Real streaming formats or direct authoring to DVD.

At the conclusion of each recording session Swagit's EASE Encoder transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for on-demand streaming.

Indexing and Cross Linking

Once the audio/video content tagged for indexing reaches the Swagit Content Network, our video editors are alerted so they may begin the indexing process. Using your published meeting agendas, or other directions, as a guide, they annotate your content by adding jump-to points with specific item headings which give users the greatest possible flexibility to find the specific content they need. With the help of these jump-to points, users can step through video by searching for or clicking specific items.

If meeting packets or other related information are available online, our editing staff will link to them directly from the video player for easy access.

Turn Around Streams and Custom Content

As a courtesy, Swagit gives clients File Transfer Protocol (FTP) access to a secure area in which they may upload any audio/video files which are then turned around to them in our standard encoding formats for inclusion anywhere on the city website or beyond. Swagit also offers in-house digitizing services for

encoding of content from tape or DVD. Swagit provides all clients with free access to a selection of rich-media content from the Navy/Marines, Air Force, and Army by way of a military gallery that is customized to a client's look and feel.

Document Management System Integration

Through our partnerships with document and other content management system developers, Swagit is often able to reference and link to materials created prior to or during meetings. As more cities adopt these wide ranging systems to achieve truly paperless operations, Swagit is there to integrate and help recognize ancillary benefits for citizens such as: increased transparency and accessibility in government as well as increased productivity for staff.

Agenda Integration

City of Concord, CA Streaming Video - Windows Internet Explorer

Concord
Agenda Report Share

1. **Study Session** - Update on the status of the community process to develop a Reuse Plan for the Concord Naval Weapons Station. Report by Michael Wright, Reuse Project Director.

ADJOURNMENT - to reconvene at 6:30 p.m. (or as soon thereafter as possible) in regular meeting in the Council Chamber.

6:30 p.m. - Regular Meeting Council Chamber

ROLL CALL

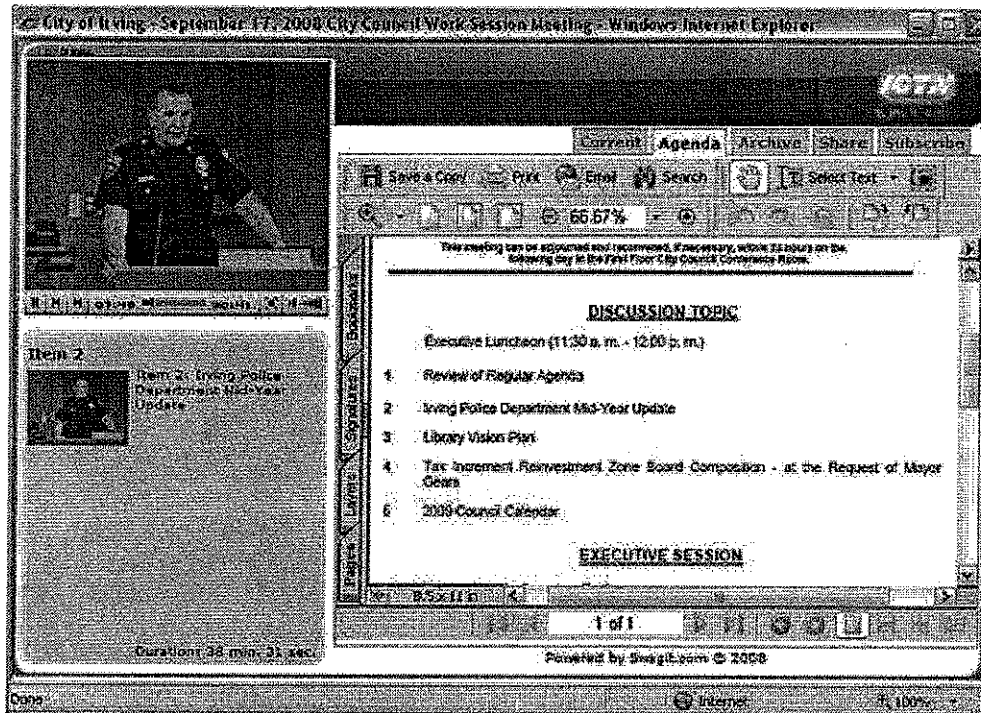
PLEDGE TO THE FLAG - Councilmember Hoffmeister

PUBLIC COMMENT PERIOD
MAYOR: I will now open the Public Comment Period. Members of the audience may address the Council on any matter that is not on tonight's agenda.

Powered by Swagit.com © 2008

Study Session
PUBLIC COMMENT PERIOD
Study Session - Update on the status of the community process to develop a Reuse Plan for the Concord Naval Weapons Station. Report by Michael Wright, Reuse Project Director.

Next Video
Duration: 59 min, 34 sec

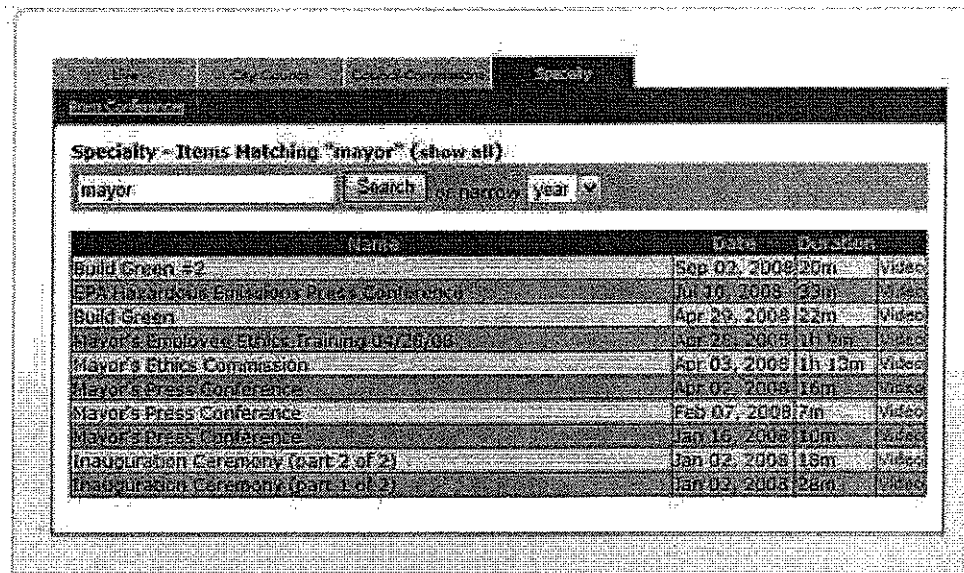


Archiving

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 80GB of storage, enough for approximately two full years of normal city council meetings.

As clients approach prearranged storage allowances, they may choose to extend those allowances or begin removing old audio/video content in accordance with a storage horizon plan. Alternatively, Swagit can assist clients in adding supplemental storage to their Swagit EASE Encoder, directly or externally, to facilitate more cost effective long-term archiving of content while still maintaining online availability.

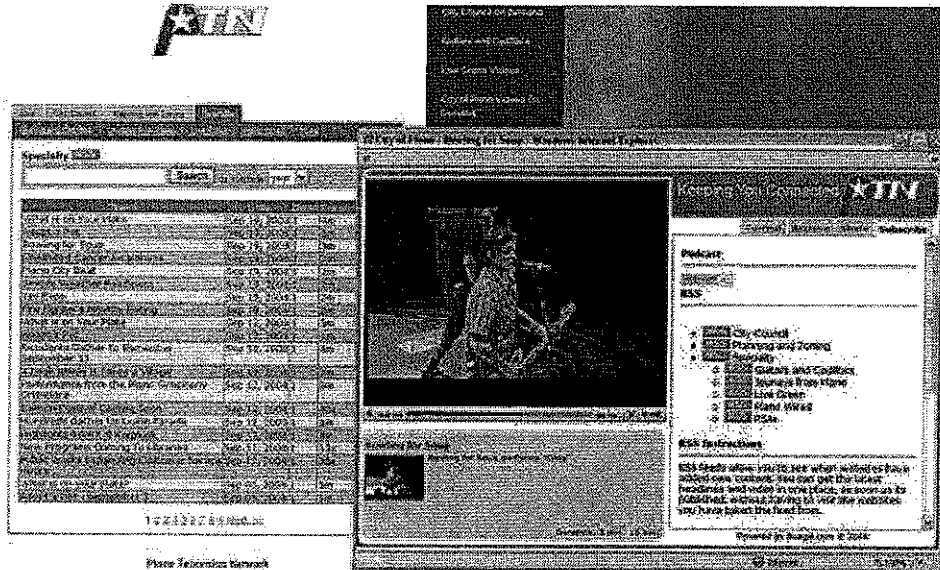
Search and Select Archived Videos



Presentation

Once integrated into the linking structure of the city website, the customized video library becomes the portal through which users access your audio/video content. As new content is added, it automatically becomes available in the city's library without any work by the city webmaster.

By navigating through the video library, user can view a list of meetings chronologically or unleash the power of the jump-to markers to search for specific points within individual audio/video clips. When it comes time to view these clips they are presented in a similarly customized player, presenting a consistent look to all aspects of the city website.



Video PodCasting, as offered by Swagit, is a great way to extend accessibility and adoption of your audio/video content. Building on the popularity of Apple's iPod video player, PodCasting technology allows users to subscribe to automatically published content feeds. New content becomes immediately available in their audio/video library and is subsequently synched to their portable devices the next time they are connected.

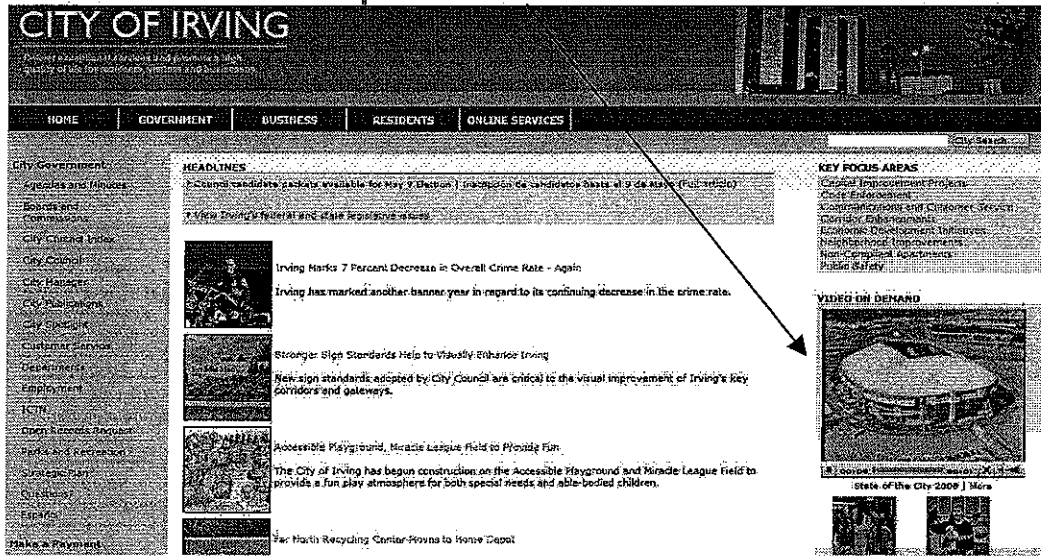
Delivery

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit delivers content in all four of the major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Myspace, ABC and NBC/Universal.

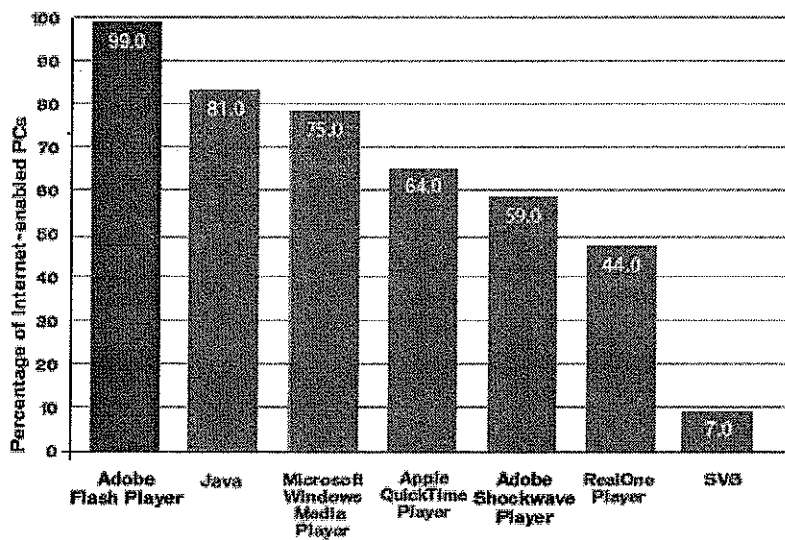
Our support of Adobe Flash based delivery allows for innovative inclusion of no click audio/video players directly on the city website, optionally allowing end-users to take that content and embed it in their own websites or blogs.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (75% ubiquity) should The City of Wilmington prefer to exclude Apple users*.

Example of Embedded Video



Please see figures below, which demonstrate the ubiquity rate for Flash versus other formats.

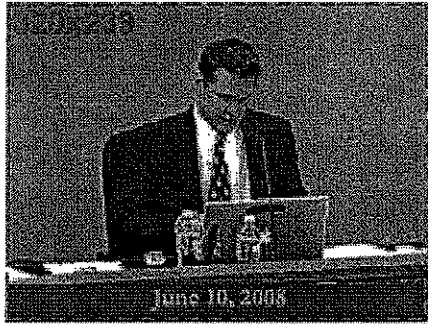


Brown survey, conducted June 2008. See Methodology Section for details on the Millward Brown study.

* On January 12, 2006 Microsoft announced it had ceased development of Windows Media Player for Mac.

By delivering content in a range of frame sizes and streaming bandwidth combinations Swagit ensures your content is accessible on the widest possible range of platforms and Internet connection types, offering superior quality to those on high speed DSL, cable or fiber connections and accessibility to those with low bandwidth mobile devices.

Swagit makes it simple with video 57% larger video then our competitors. Please see example below.



Our local points of presence ensure your audio/video content is delivered to your citizens and staff in the most efficient manner, minimizing buffering time and providing optimal viewing quality.

Monitoring and Statistics

Swagit is constantly monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized NetTracker software. NetTracker generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter.

While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

Implementation Timeline

Week 0 - Project Initiation/Design

- Proposal
- Site inspection and installation checklist created in consultation with channel engineers and I.T. staff

Week 1 - Hardware Provisioning/Development

- Hardware purchased (if applicable)
- Hardware assembled by Swagit engineers
- Operating system installed and configured per installation checklist
- Swagit EASE Encoder software installed
- System burn-in testing conducted under fail-test load
- Hardware sign off by Swagit

Week 2 - Web Element Design

- Video library and player designed by Swagit in consultation with webmaster
- Linking instructions provided to webmaster
- Design sign off by client

Week 3 - Deployment/Implementation

- Onsite hardware installation completed
- Remote configuration and testing of audio/video feed quality by Swagit engineers
- Confirmation of correct video library linking and integration with website
- Installation sign off by Swagit

Week 4 - Acceptance Testing

- Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- Final signoff by client and fulfillment of purchase order

Deliverables

- Installation checklist
- Configured, tested and installed Swagit EASE Encoder
- Secure FTP account for pre-edited digital content
- Customized video library
- Customized video player
- Monthly usage statistics

Detailed Solution/Proposal

Pricing for Web Streaming Solution

Non Recurring Costs

Server Hardware

Dell Rack Mount Server – R300 \$1,599.00

Quad Core Xeon X3323 Processor 2x3MB Cache,
2.5GHz, 1333MHz FSB
Dual Processor Capable 3.5-inch Cabled Hard
Drive
2GB 667MHz (2x512MB), Single Ranked DIMMs
250GB, SATA, 3.5-inch HotPlug, 7.2K RPM HD
3Yr BASIC SUPPORT: 5x10 HW-Only, 5x10 NBD
Onsite, RAID 1

Rack Mount Kit for Power Edge R300 \$149.00

Other Hardware

Viewcast Osprey-240e Video Capture Card \$420.00

Upgrade to Simultaneously Support Multiple Live
Streams With On Demand Capture \$369.00

Operating System

Microsoft Windows Server 2003, Web Edition \$365.00

Software

Swagit EASE Encoder Software and License \$3,925.00

Provisioning

Hardware and Software \$1,260.00

Operating System Installation, Swagit EASE
Encoder Software Installation, System Burn-in

Web Site Integration

Branded Video Library Design \$575.00

Branded Player Design \$385.00

Installation

Onsite (1 day) \$780.00

Remote (1 day) \$275.00

Monthly Recurring Costs

Swagit Managed Services

Meeting Indexing and Cross Linking
Timecoding of Meeting Video Against Agenda/Minutes
On-Demand Video Hosting
Flash, Windows Media, QuickTime, Real
Unlimited Data Transfer
24 Months Data Storage
Turn Around Streams
Manual Encoding of Pre-Edited Content Uploaded via
FTP
All Custom Content
Includes Magazine Shows, PSA, and Other Special
Features

**Package 2 – Up To 180 Indexed Meetings per year
(EASE)**

\$1,500.00/mo

Includes Media On-Demand, 24/7 LIVE Stream, Video
Podcasting, and up to 12 hours of additional specialty
content per month (No city staff involvement—Hands
Free)

-or-

Optional Services/Upgrades/Individual Pricing

Remote Broadcasting Services (Approved System Only)	\$60.00/meet.
Each Additional Edited and Indexed On-Demand Meeting	\$125.00
Audio Podcasting/Streaming	\$95.00/mo
Each Month of Storage Beyond 24 Month Window	\$39.00/mo

References and Experience

Company Name: City of Allen, TX

Contact Name: Mark Kaufmann

Contact Phone: (214) 509-4151

URL: http://www.cityofallen.org/departments/public_media_relations/allen_city_television/VOD/

Company Name: Clay County, FL

Contact Name: Dawn Schull

Contact Phone: (904) 278-3726

URL: <http://www.claycountygov.com/streaming/streaming.htm>

Company Name: City of Flagstaff, AZ

Contact Name: Kimberly Ott

Contact Phone: (928) 779-7603

URL: <http://www.flagstaff.az.gov/index.asp?NID=1461>

Company Name: City of Houston, TX

Contact Name: Frank Rodriguez

Contact Phone: (713) 247-1148

URL: http://houstontx.city.swagit.com/City_Council/

Company Name: City of Edmond, OK

Contact Name: Dwight Polson

Contact Phone: (405)-359-4348

URL: <http://edmondok.com/living/eltv/meetings>

Company Name: City of Plano, TX

Contact Name: Melissa Peachey

Contact Phone: (972) 941-7131

URL: http://www.plano.gov/Departments/PlanoTelevisionNetwork/council_on_demand.htm

Company Name: City of Concord, CA

Contact Name: Mark Chaney

Contact Phone: (925) 671-3311 ext 8021

URL: <http://www.cityofconcord.org/>

Company Name: City of Irving, TX

Contact Name: Justin Boyette

Contact Phone: (972) 721-4637

URL: <http://www.cityofirving.org/video-on-demand/index.html> or <http://www.cityofirving.org>

Samples

City of Concord, California (city council, live stream)

<http://www.cityofconcord.org/>

City of Irving, Texas (specialty video, meetings)

<http://www.cityofirving.org/video-on-demand/index.html>

-or-

<http://www.cityofirving.org>

City of Houston, Texas (city council, P&Z, Parking Commission)

http://houstontx.city.swagit.com/City_Council/

City of Edmond, Oklahoma (city council, planning commission, archive)

<http://edmondok.com/living/eltv/archive>

City of Plano, Texas (city council, P&Z, weekly magazine show)

http://www.plano.gov/Departments/PlanoTelevisionNetwork/council_on_demand.htm

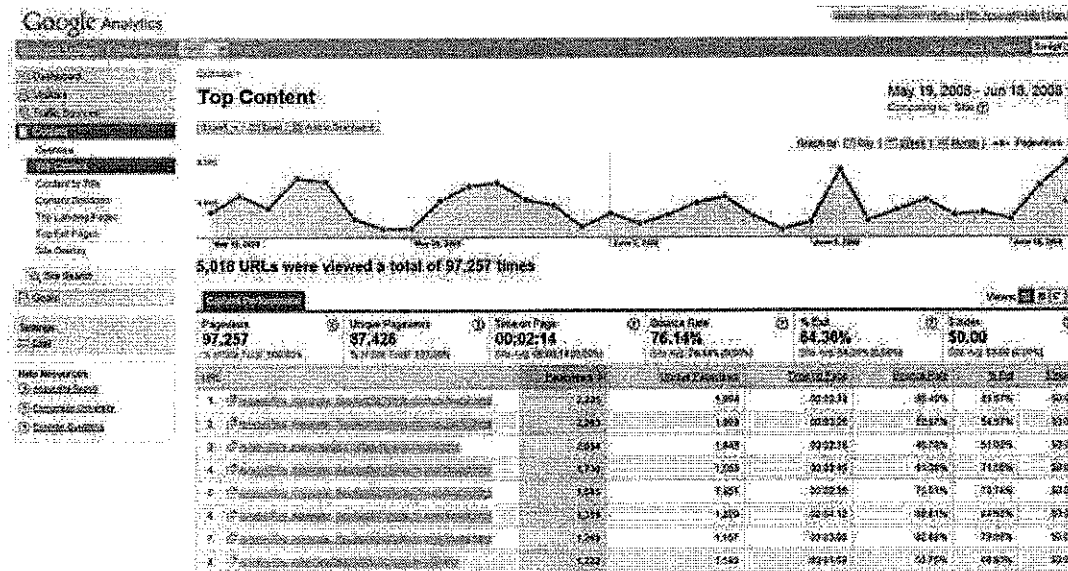
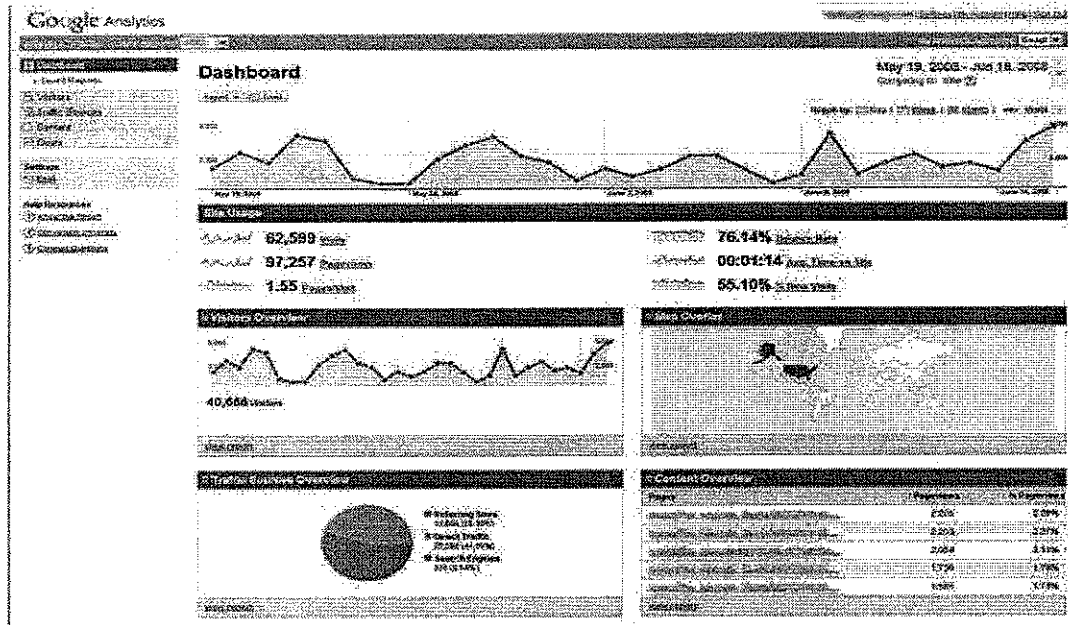
City of Allen, Texas (city council, P&Z, monthly magazine show)

http://www.cityofallen.org/departments/public_media_relations/allen_city_television/VOD/

City of Colleyville, Texas (city council)

<http://colleyville.city.swagit.com/>

Viewer Statistics



Brief Summary of Optional Services

What is AgendaQuick™?

AgendaQuick™ is a simple yet powerful software application designed to make the process of creating meeting agendas quick and easy – for everyone.

“The program is designed so that we can also do all our board and commission meeting agendas as well as our City Council agendas, resulting in a uniform appearance for our presentation of materials. Employees don’t have to prepare various forms of agendas anymore.” **Barbara Price – City Clerk Puyallup, WA - Population 36,000**

It was designed and inspired by city and county clerks as well as board secretaries and administrative assistants from around the country and loaded with lots of time-saving features!

- Automatically renumber agenda items when editing
- Quickly add electronic documents to the agenda item
- Design custom routing maps for every meeting type
- Easily track the whereabouts of every agenda item in the routing process
- **Custom tailor agenda templates for unlimited meeting types**
- Move and copy agenda items from one meeting to another
- Automatically push finalized agendas to your public website
- No Collating— Print your entire agenda packet and attachments with just a few clicks
- The Roll Call, Voting and Minutes features make putting your minutes together quick and easy
- It’s easy to maintain — you control virtually every aspect of the look and feel of the program. ***You won’t need to call a programmer every time you want to make a change.***

AT&T U-Verse® Compatibility

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-Verse TV service. To reach these subscribers, U-Verse requires a 480×480 pixel Windows Media VC-1 stream at 1.25Mbs. Our EASE encoder is not only capable of creating a live U-Verse compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-Verse and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, help increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but makes things easy.

The City of Allen was able to deploy their content to AT&T U-Verse TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-Verse TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."

Future Directions

Many of Swagit's recent and best innovations are built at the suggestion of our valuable clients.

Swagit is seeking to further its partnerships with clients by having them assist in the continuing development of our service offerings. In exchange for their input on features and functionality, these clients will receive custom software developed to their specifications at a substantial discount to the rate at which those features will be offered to other clients, now and in the future.

Swagit has resources committed to developing a wider range of meeting preparation, management, tracking and feedback tools and makes considerable efforts to attend city technology conferences to discuss the latest innovations in the industry.

Conclusion

Swagit's proposed solution, backed by our strong industry experience and innovative approach, presents a sound answer to the City of Wilmington's stated video streaming needs, both now and in the future.